

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

REC'D IN PRO SE OFFICE  
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Plaintiff: Seok-Jae Yang

V.

Defendant: Kangsan Lee (Kangsan Consulting)

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**Case No: 1:24-cv-05459-TAM**

**LETTER REQUEST FOR PERMISSION TO JOIN IN DEFENSE OF DEFENDANT SONG,  
TAE-YOUNG**

Plead to the Honorable Court

To the Clerk of the Court, Brenna B. Mahoney

Dear Judge Hal,

My name is Kangsan Lee, the defendant in the ongoing case number 1:24-cv-05459-TAM involving Kangsan Consulting

I recently received a complaint from Mr. Yang Seok-Jae and upon reviewing the contents of the complaint I noticed that it is identical to the ongoing STATE case (exhibit 1) involving defendants- Tae-Young Song Ji-eun Oh and Sunrise. I've been subjected to the same complaint twice from the plaintiff Mr. Yang.

I'm already mentioned and involved in the ongoing STATE case (exhibit 1), which to my understanding, has not yet been concluded. Furthermore, numerous depositions were made in the STATE case, but Mr. Yang, Seokjae failed to respond properly and suddenly moved his address to Pennsylvania, causing major delays in the ongoing case. Now, he has sent a claim for a FEDERAL lawsuit, repeatedly sending complaints to my business as a form of harassment, which has left me in a mentally exhausted state.

Honorable Judge, I was trying to process this matter personally by myself, but I found out that it is required for corporations to hire lawyers.

As I was working though the previous case, I've encountered many lawyers that were not

up to my standard. It caused a lot of hardship in the process of the case, and now I find myself having to find a lawyer and it's proving to be an even tougher process for this current federal case. A lot of the lawyers I've been inquiring about demand a large sum of a retainer fee without the provision of proper consulting and solutions. Most of the initial fee upfront is over \$7,000 dollars, and the total cost to proceed with the case reaches up to \$100,000.

Mr. Yang, SeokJae already aware of this and used this tactic against me with his knowledge of the legal system being a CPA. This led to me spending huge amounts of money with legal fees and attorney, which he planned from the beginning to ruin my business and financial status. It's an unfair situation, since I'm not even the main party of this lawsuit and since he has personal resentment against me. Mr. Yang, Seokjae personally planned this forcing me to spend huge amount of money just to protect myself.

Please allow me to elaborate several incidents between me and Mr. Yang, Seokjae. As I tried to settle our differences peacefully, but Mr. Yang, Seokjae took advantage of me and others with the following:

The first incident their personal divorced mentioned State Court (Index NO. 710786/2022) (exhibit 2) from number nine, ten, and eleven.( 9. In or around January of 2022, Plaintiff Yang became independently aware of a scandalous personal entanglement between Mr. Lee and Plaintiff Yang's wife, 10. Specifically, Plaintiff Yang caught his wife and Mr. Lee "red-handed" engaging in adultery at a seedy area motel, during the workday, 11. This immediately led to a divorce between Plaintiff and his wife, and necessitated Plaintiff Yang's separation from doing business with Mr. Lee and Sunrise Senior Services, LLC) I'm also confident Mr. Yang, Seokjae understands how to play the victim, as he's a malicious liar and violent as well. He has a history of domestic abuse, he physically abused his kids and physically harmed his wife such as strangling, the wife in fear of her life contacted the police to save her, this incident kept reoccurring so the wife wanting to protect her children and herself filed a restraining order against him, then she filed for divorce to get away from him. He is a terrible husband and a father to his family.

Second incident, Mr. Yang, SeokJae blackmailed me, by not revealing this personal matter to the public, if I lend him a sum amount of money. The personal matter mentioned: State court complained (Index NO. 710786/2022) (exhibit 3)from number nine, ten, eleven, thirteen, fourteen (9. In or around January of 2022, Plaintiff Yang

became independently aware of a scandalous personal entanglement between Mr. Lee and Plaintiff Yang's wife, 10. Specifically, Plaintiff Yang caught his wife and Mr. Lee "red-handed" engaging in adultery at a seedy area motel, during the workday, 11. This immediately led to a divorce between Plaintiff and his wife, and necessitated Plaintiff Yang's separation from doing business with Mr. Lee and Sunrise Senior Services, LLC, 13 Upon information and belief, Defendant Oh is involved in a romantic relationship with Mr. Lee, 14 Upon information and belief, Defendant Oh was unaware of the personal matter between Mr. Lee and Plaintiff Yang's wife, necessitating Plaintiff Yang's separation from the business) I've respectfully lent Mr. Yang, SeokJae money, if he keeps our private matters to himself, which he agreed to. Then we found out that he posted our story in an online article (Sunday Journal) (exhibit 4-1, 4-2) and spread these rumors, which is causing me emotional distress, fear/anxiety/distrust when meeting people and it's making my life very difficult.

I also had other incidents with Mr. Yang Seok-Jae's friend/colleague Mr. Yong-Il Jeong who was a former representative lawyer for Sunrise. Mr. Jeong Yong-Il personally called me to demand Mr. Tae-Young Song and Ms. Ji-eun Oh to pay Mr. Yang Seok-Jae money. I told Mr. Jeong Yong-Il that "this matter does not relate to me so please let them handle it on their own." So I've asked Mr. Jeong Yong-Il that "Mr. Yang Seok-Jae owes me borrowed money so how about the money he was supposed to pay back to me?" (exhibit 5-1, 5-2) In response Mr. Jeong Yong-Il said "That is not my matter speak with Mr. Yang Seok-Jae."

I also have video/audio log proof of Mr. Yang, Seokjae confessing to borrowing money from me, (exhibit 6) but then confidently claims that since there's no evidence, so there won't be any problem. As a CPA Mr. Yang, Seokjae has no boundaries and understands how to abuse the system and people with fear. Due to his knowledge of the legal system, he originally planned to just take the money I lent him, without ever returning it. I understand I made a mistake, trusting a man like him, but he's trying to take everything I've worked so hard to build. For me personally, handling a debt of \$230,000 is very overwhelming, and this situation is proving to be mentally and financially draining. I hope to not have to declare bankruptcy in this process of trying to find a lawyer.

Please honorable judge, the lawyer fees alone are making it very difficult for me to support myself and now my business is in jeopardy. In my experience the lawyers haven't proceeded well with my case even when they have received my money. The lawyer is always telling me not to worry and that it will be handled automatically, so this gave me

grave concern. It's been difficult to get in touch with the lawyer and I kept seeking their legal advice and consultation, but it seems they just want my money and time instead of focusing on the case.

Honorable Court, I humbly ask for your careful consideration in this matter. Please allow me to join the case that Mr. Tae-Young Song is currently pursuing and I will diligently cooperate with the necessary investigations and provide all the required materials. I earnestly request your mercy and leniency in this case.

Respectfully,

Kangsan Lee (Kangsan Consulting)

Defendant

Contact number: 929-788-0093

Date: October 17, 2024

# Exhibit 1

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
SEOK JAE YANG,

Plaintiff,

-against-

TAEYOUNG SONG, JIEUN OH, and  
SUNRISE SENIOR SERVICE LLC

Defendants.  
-----X

Index No.:

Date Summons Filed:

Plaintiff designates Queens County as  
the place of trial

**SUMMONS**

The incident took place in Queens  
County, New York.

To the above-named Defendants:

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer on the Plaintiff's Attorney within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York; and in case of your failure to appear, judgment will be taken against you by default for the relief demanded in the notice set forth below.

Dated: May 19, 2022  
New York, New York

RHA KIM GROSSMAN & MCILWAIN, LLP

/s/ Leopold Raic

\_\_\_\_\_  
By: Leopold Raic, Esq.  
*Attorneys for Plaintiff*  
266 W 37<sup>th</sup> St., Suite 1600  
New York, New York 10018  
Tel.: (718) 321-9797

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
SEOK JAE YANG,

Index No.:

Plaintiff,

-against-

**VERIFIED COMPLAINT**

TAEYOUNG SONG and JIEUN OH, and  
SUNRISE SENIOR SERVICE LLC

Defendants.  
-----X

Plaintiff, Seok Jae Yang, by their attorneys, RHA KIM GROSSMAN & MCILWAIN,  
LLP, complaining of the Defendants hereby alleges:

**THE PARTIES**

1. At all times herein, SEOK JAE YANG (hereafter "Plaintiff") is and was an individual residing in Manhasset, New York.
2. Upon information and belief, Defendant Taeyoung Song (hereafter "Defendant Song") is an individual residing in Queens County.
3. Upon information and belief, Defendant Jieun Oh (hereafter "Defendant Oh") is an individual residing in Queens County.
4. Upon information and belief, Defendant Sunrise Senior Service LLC is a limited liability company organized under the laws of the State of New York.

**FACTUAL ALLEGATIONS**

5. In or around December of 2018, Plaintiff Yang, Kang San Lee (hereafter "Mr. Lee"), and Jin Young Kang started a business together, whereby they would provide services to the elderly Korean community in Queens.

6. In or around December of 2018, the business entity started by Plaintiff Yang, Mr. Lee and Jin Young Kim was formally known as Sunrise Senior Services LLC.

7. In or around June of 2020, Plaintiff Yang became the sole owner of Sunrise Senior Services LLC, purchasing all the remaining ownership interest from Mr. Lee and Mr. Kang.

8. In or around June of 2020, Mr. Lee continued to work with Sunrise Senior Services LLC, through a marketing and consulting company he formed called KangSan Consulting LLC.

9. In or around January of 2022, Plaintiff Yang became independently aware of a scandalous personal entanglement between Mr. Lee and Plaintiff Yang's wife.

10. Specifically, Plaintiff Yang caught his wife and Mr. Lee "red-handed" engaging in adultery at a seedy area motel, during the workday.

11. This immediately led to a divorce between Plaintiff and his wife, and necessitated Plaintiff Yang's separation from doing business with Mr. Lee and Sunrise Senior Services, LLC.

12. In or around February of 2022, Plaintiff Yang agreed to sell his entire ownership interest in Sunrise Senior Services LLC to Defendant Song and Defendant Oh, who were employees of the business.

13. Upon information and belief, Defendant Oh is involved in a romantic relationship with Mr. Lee.

14. Upon information and belief, Defendant Oh was unaware of the personal matter between Mr. Lee and Plaintiff Yang's wife, necessitating Plaintiff Yang's separation from the business.



15. On or about February 8, 2022, Plaintiff Yang and Defendants entered into a contract, whereby Defendants would purchase Sunrise Senior Services LLC from Plaintiff Yang.

16. On or about February 18, 2022, Plaintiff Yang and Defendants entered into an Amended and Restated Assignment of Membership Interests in furtherance of Defendants' purchase of the business from Plaintiff Yang.

17. Pursuant to the terms and conditions of the contracts, Defendant Song and Defendant Oh would each receive 50% interest in Sunrise Senior Services LLC from Plaintiff Yang.

18. Pursuant to the terms and conditions of the contracts, in exchange for sale of his entire business interest to Defendants, Plaintiff Yang would be entitled to all Accounts Receivable of the Company incurred on or before February 8, 2022.

19. Plaintiff Yang only received \$2,000 in compensation for the entire sale of Sunrise Senior Services LLC to Defendants.

20. Upon information and belief, Defendants failed to compensate Plaintiff Yang with receivables payments due in February from multiple insurance carriers, including but not limited to, Integra Insurance, Agewell New York, and VillageCare.

21. Upon information and belief, Defendants changed business bank accounts without Plaintiff's knowledge, and instructed the respective insurance carriers to issue payments to the new accounts, preventing Plaintiff Yang from being adequately compensated for the sale of Sunrise Senior Services LLC.

22. Upon information and belief, Defendants changed bank accounts for the purpose of evading Plaintiff's oversight of the accounts receivable, because Defendants have been using

some of those receivables to pay seniors to attend their center, in contravention of the Medicaid rules and regulations.

23. Plaintiff spoke with Defendant Song on multiple occasions, and Defendant Song initially denied that any new account had been created, and then stopped responding any way to Plaintiff.

24. Upon information and belief, Defendant Oh is currently in the process of filing for the procurement of a Green Card, and has invested and taken an interest in Sunrise Senior Service LLC without the requisite immigration status to hold such an interest.

25. Upon information and belief, Mr. Lee owns a marketing company called KangSan Consulting LLC., which he is using to violate the Medicaid rules.

26. Upon information and belief, Hyun Soo Cho was employed by Mr. Lee as an accounting clerk for Sunrise Senior Services LLC.

27. Upon information and belief, Hyun Soo Cho is currently employed by Sunrise Senior Services LLC in an illegal capacity, as he does not possess a Visa allowing him to work in the United States.

28. Upon information and belief, Hyun Soo Cho is currently being compensated for employment services to both Sunrise Services LLC and KangSan Consulting LLC, in clear violation of the law.

29. Upon information and belief, Plaintiff is owed approximately \$180,000.00 in Accounts Receivable for the sale of Sunrise Senior Services LLC to Defendants.

30. Upon information and belief, Plaintiff incurred further expenses post-sale in the amount of approximately \$6,000.00, for which he is entitled to compensation under the terms of the contract.

31. Upon information and belief, Plaintiff sustained monetary damages in the amount of approximately \$186,000.00.

32. Plaintiff attempted to contact Defendants (via phone call and text message) regarding the compensation owed to him for the sale of Sunrise Senior Services LLC, to no avail.

33. To date, the Defendants have failed to adequately compensate Plaintiff Yang for the sale of Sunrise Senior Services LLC to Defendants, and are taking steps to jeopardize the business' ability to pay in the future.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Breach of Contract—as to all Defendants.)**

34. Plaintiff repeats, reiterates, reincorporates, and realleges the allegations contained in all preceding paragraphs as fully set forth herein.

35. Defendants entered into a written agreement with Plaintiff, to procure Plaintiff's business, known as Sunrise Senior Services LLC.

36. Plaintiff fulfilled his obligations under the agreement by transferring his entire ownership interest to Defendants, in exchange for Plaintiff's entitlement to all Accounts Receivable of Sunrise Senior Services LLC, incurred on or before February 8, 2022.

37. Defendants breached their obligations under the agreement, by failing to provide Plaintiff with all Accounts Receivable of Sunrise Senior Services LLC, incurred on or before February 8, 2022.

38. As a result of Defendants' breach, Plaintiff sustained monetary damages, totaling \$186,000.00.

39. By reason of the foregoing, Plaintiff has been damaged in an amount to be determined at trial but believed to be not less than \$186,000.00, together with interest thereon, reasonable attorneys' fees, and costs and disbursements of this action.

**AS AND FOR A SECOND CAUSE OF ACTION**

**(Unjust Enrichment—as to all Defendants)**

40. Plaintiff repeats, reiterates, reincorporates, and realleges the allegations contained in all preceding paragraphs as fully set forth herein.

41. As a result of Defendants' misrepresentations and wrongful acts, the Plaintiff was harmed by failing to rightfully receive all Accounts Receivable of Sunrise Senior Services LLC, incurred on or before February 8, 2022, in an amount of \$186,000.00.

42. Upon information and belief, the money received by the Defendants for all Accounts Receivable of Sunrise Senior Services LLC, incurred on or before February 8, 2022, was used by the Defendants to enrich themselves.

43. Defendants' enrichment came at the expense of Plaintiff.

44. It is against equity and good conscience to permit Defendants to retain the benefits they realized through their falsehoods and unauthorized receipt of all Accounts Receivable of Sunrise Senior Service LLC, incurred on or before February 8, 2022.

45. Additionally, the steps taken by the Defendants since purchasing the business violate multiple laws and regulations, jeopardizing the business' ability to remain financially solvent and consequently imperiling Plaintiff's recovery of the accounts receivable.

46. By reason of the foregoing, Plaintiff has been damaged in an amount to be determined at trial but believed to be not less than \$186,000.00, together with interest thereon, reasonable attorneys' fees, and costs and disbursements of this action.

47. Consequently, if for any reason a Court were to find that there is no enforceable contract between the Parties entitling Plaintiff to relief, he is entitled to recovery his damages through this cause of action for unjust enrichment.

**WHEREFORE**, Plaintiff demands judgment against Defendants as follows:

- A. On the First cause of action against Defendants for breach of contract in the sum of at least \$186,000.00, with the precise amount to be determined at trial;
- B. On the Second cause of action against Defendants for unjust enrichment in the sum of at least \$186,000.00, with the precise amount to be determined at trial;
- C. Awarding Plaintiff its costs, expenses, interest, and reasonable attorneys' fees; and
- D. Granting to Plaintiff such other, further, and different relief as may be just and proper, together with the costs and disbursements of this action.

Dated: May 19, 2022  
New York, New York

RHA KIM GROSSMAN & MCILWAIN, LLP

*/s/ Leopold Raic*

---

By: Leopold Raic, Esq.  
*Attorneys for Plaintiff*  
266 W 37<sup>th</sup> St., Suite 1600  
New York, New York 10018  
Tel.: (718) 321-9797  
Fax: (718) 321-9799

ATTORNEY VERIFICATION

Leopold Raic, an attorney duly licensed to practice law in the Courts of the State of New York, hereby affirms the following under penalty of perjury:

That he is an attorney of the firm Rha Kim Grossman & McIlwain, LLP, attorneys for the Plaintiff, Seok Jae Yang, in the above-captioned matter.

That your affiant has read the foregoing Verified Complaint and knows the contents thereof.

That the same is true to affiant's own knowledge, based upon documents in our file and conversations with the Plaintiff.

That this verification is made by your affiant as affiant maintains his offices in a county other than where the Plaintiff, Seok Jae Yang, resides.

Dated: May 19, 2022

*/s/ Leopold Raic*

\_\_\_\_\_  
Leopold Raic, Esq.

# Exhibit 2

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
SEOK JAE YANG,

Plaintiff,

-against-

TAEYOUNG SONG, JIEUN OH, and  
SUNRISE SENIOR SERVICE LLC

Defendants.  
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Index No.:

Date Summons Filed:

Plaintiff designates Queens County as  
the place of trial

**SUMMONS**

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Dated: May 19, 2022  
New York, New York

RHA KIM GROSSMAN & MCILWAIN, LLP

*/s/ Leopold Raic*

\_\_\_\_\_  
By: Leopold Raic, Esq.  
*Attorneys for Plaintiff*  
266 W 37<sup>th</sup> St., Suite 1600  
New York, New York 10018  
Tel.: (718) 321-9797



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

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SEOK JAE YANG,

Index No.:

Plaintiff,

-against-

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TAEYOUNG SONG and JIEUN OH, and  
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# Exhibit 3

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COUNTY OF QUEENS

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-against-

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Defendants.  
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Dated: May 19, 2022  
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RHA KIM GROSSMAN & MCILWAIN, LLP

*/s/ Leopold Raic*

\_\_\_\_\_  
By: Leopold Raic, Esq.  
*Attorneys for Plaintiff*  
266 W 37<sup>th</sup> St., Suite 1600  
New York, New York 10018  
Tel.: (718) 321-9797

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

-----X  
SEOK JAE YANG,

Index No.:

Plaintiff,

**VERIFIED COMPLAINT**

-against-

TAEYOUNG SONG and JIEUN OH, and  
SUNRISE SENIOR SERVICE LLC

Defendants.  
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# Exhibit 4-1



**RushTranslate**

+1 206-672-5052 | support@rushtranslate.com

*ata*  
MEMBER #263976

## Certification of Translation Accuracy

Translation of Reality of Senior Center as a Result of Conflict at Hanmaum Day Care Center In  
Flushing, NY [1] from Korean to English

As an authorized representative of RushTranslate, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified and competent professional translator, fluent in the above-mentioned language pair and that, in my best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. I do not make any claims or guarantees about the authenticity or content of the original document. Further, RushTranslate assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Mike Bortscheller

Authorized Representative

Order Date: March 22, 2024

RushTranslate  
640 South Fourth Street  
Suite 300  
Louisville, KY 40202  
United States







[HOT Story] Reality of senior center as a result of conflict at Hanmaum Day Care Center in Flushing, NY [1]

Share this news

vol.1363 | Posted on June 1, 2023 by sunday\_admin in Society, Headlines

[HOT Story] Reality of senior center as a result of conflict at Hanmaum Day Care Center in Flushing, NY [1]

It appears that 'daycare business is the goose that lays golden eggs' is more than just a rumor.

**4 houses were purchased in one year ...**

**' They appear to be very financially successful '**

- After purchasing a house in NJ during the first year of operation in 2018, three more houses were purchased within 5 months.
- Divorced after purchasing a \$1.92 million home in Long Island in November 2021
- Ownership splits between husband (LI house) and wife (Cresskill house) based on fault
- Husband sued twice for failing to pay rent on his Manhattan property

Jae Seok Yang and his wife, who opened a senior center in Flushing, Queens, New York in 2018, are known to have purchased three homes in less than a year, confirming the rumor that the senior center is the goose that lays golden eggs was not false. It was also revealed that Mr. Yang and his wife bought a \$2 million home on Long Island two years later. However, once the couple divorced, they liquidated their home, and Mr. Yang sought a place to rent in Manhattan, but it was later revealed that he was sued twice because he could not pay the rent. It was discovered that Mr. Yang had even founded a firm for Mr. Lee, who he claims had an affair with his wife. Mr. Yang's wife, a former flight attendant at K-Air, was interviewed by the Korean media after the senior center opened, revealing her husband's real name and their relationship with their children but concealing her own identity. It was further reported that she regularly attended Korean events <Editor for Secret of Korea Chi Yong Ahn>



Seokjae Yang moved to the U.S. in 2014 to obtain an MBA at a university, and had gained a significant amount of wealth in the senior center industry by 2018. It was reported that Mr. and Mrs. Yang established Sunrise Senior Service LLC on February 20, 2018, and afterwards purchased a residence at 132 Hillside Avenue in Cresskill, New Jersey for \$850,000 on May 2, 2018. It was then revealed that Mr. Yang and his wife purchased three houses in succession in the Cresskill neighborhood of New Jersey in 2019, the year after the senior center was established. Mr. and Mrs. Yang purchased house 24 at 70 Linwood Avenue in Cresskill, New Jersey for \$547,500 on January 11, 2019, through their co-founded company, Y&K Stream Properties Ltd. Less than three months later, on April 3, 2019, Mr. Yang's paid \$613,000 for a house at 206 East Madison Avenue in Cresskill, New Jersey, also through their co-founded company Y&K Stream Properties Ltd. Furthermore, one month later, on May 15, 2019, Mr. and Mrs. Yang paid \$970,000 for a residence at 75 Del Mar Avenue in Cresskill, New Jersey, under their joint name.

<p>▲ The house in Manhasset, Long Island, purchased by Mr. and Mrs. Yang for \$1.92 million at the end of November 2021.</p>	<p>▲ The house at 208 East Madison Avenue in Cresskill, purchased by Mr. and Mrs. Yang in 2019.</p>
<p>▲ The house at 132 Hillside Avenue in Cresskill, purchased by Mr. and Mrs. Yang in 2019</p>	<p>▲ The house at 70 Linwood Avenue, Cresskill, purchased by Mr. and Mrs. Yang at the end of 2018.</p>



On December 11, 2018, Y&K Stream Properties Ltd., which Mr. and Mrs. Yang used to purchase the residence, was revealed to be a New Jersey-based organization. In other words, after establishing the senior center business, Mr. Yang bought one residence in 2018 and three in 2019. In reality, four residences were purchased simultaneously within a year. Of course, on July 22, 2015, the couple purchased condo 9 at 1018 Palisades Avenue in Fort Lee, New Jersey for \$430,000 and sold it for \$540,000 on May 8, 2018, with the remainder being used to purchase house 1321 in Cresskill. Even if it has been suggested that the houses purchased in 2018 were funded by the sale of prior residences, the houses purchased in 2019 can be seen as being tied to the profits from senior centers, etc. It is not a rumor that 'cash pours out as soon as you open the door' like the popular belief about the operating a senior center.

#### **The Senior center project lays golden eggs**

On November 29, 2021, Mr. and Mrs. Yang spent \$1.92 million for a residence at 48 Blackburne Inn in Manhasset, Nassau County, Long Island, New York. Despite receiving a \$1.15 million mortgage loan at the time, he purchased a rather pricey home on Long Island after the Cresskill residence. However, as Mr. Yang acknowledged in his complaint, he liquidated his real estate properties after divorcing his wife. The house at 70 Lynnwood Avenue in Cresskill, New Jersey, was originally purchased in the name of a business and promptly transferred to the couple's joint name, but on January 11, this year, the wife became the sole proprietor. This house was transferred to the wife on December 21, last year, after the divorce was finalized. Furthermore, ownership of the Long Island home was moved from the couple's joint name to the husband, Mr. Yang, at the end of December last year, and it was established that Mr. Yang sold the home for \$2.05 million on December 28 and paid off the whole mortgage loan on the same day. It is assumed that the couple established an agreement to hand over the house to the husband when the divorce was finalized.

<p>▲ Mr. and Mrs. Yang purchased a house at 70 Lynnwood Avenue for \$547,500 in the name of Y&amp;K Stream Properties Ltd. at the end of December 2018.</p>	<p>▲ Jae Seok Yang sold his house in Manhasset, Long Island for \$2.05 million on December 25th of last year.</p>
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In other words, the wife received the \$540,000 home that the couple purchased, while the husband received the \$1.92 million home. It is assumed that the property was divided based on the cause of the divorce, with the husband obtaining a bigger share of the combined property and the woman receiving substantially less. Prior to this, the couple sold the 206 house for \$860,000, a \$250,000 increase on June 30, 2021, the 132 house for \$900,000, a \$50,000 increase on May 10, 2019, and the 75 house for \$990,000, a \$20,000 increase on August 10, 2021. Mr. Yang and his wife purchased the Long Island house on November 29, 2021. Given that Mr. Yang claimed to have learned of his wife's affairs in January 2022, the family split up less than two months after purchasing the Long Island home.

However, it was discovered that Mr. Yang had found and lived in a condominium in Manhattan just before filing for divorce, although he had been sued twice for failing to pay the rent. On July 14, last year, '605 West 42 Owners Limited' sued Mr. Yang for damages caused by non-payment of rent. According to the Lanrod's lawsuit, Mr. Yang signed a contract to lease unit 61D of this condominium for \$3,550 per month on December 7, 2021. It had only been about a week after he bought the Long Island house, and because commuting to and from work was so simple with the LIRR, a direct train from the Long Island house to Manhattan, not a very unusual situation for him to move into a condominium in Manhattan. This occurred roughly a month before Mr. Yang disclosed that the affair had been uncovered in January 2022. However, Mr. Yang was sued for \$10,900 in arrears for failing to pay rent for three months in a row from May to July of last year, and it was found that he paid \$10,948 on August 1, which was 15 days after the lawsuit was filed.



<p>▲ Mr. and Mrs. Yang purchased the 206 East Madison Avenue house for \$613,000 in early 2019 in the name of YBK Stream Properties Ltd.</p>	<p>▲ It was revealed that Mr. Seok Jae Yang acted as an agent for the establishment of a corporation called Kangsan Consulting for Mr. Kangsan Lee on December 11, 2000, without knowing the relationship between Lee and his wife.</p>
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Mr. Yang failed to pay rent again on November 17, last year, three months after paying off three months' rent arrears. According to the lawsuit, Mr. Yang failed to pay rent on the first of each month from September to November. It turned out that he was again in arrears of almost \$11,000. Mr. Yang previously paid \$10,351 on October 18, 2018. It was established that due to nonpayment, an eviction notice was issued, asking the tenant to pay the rent within 14 days or vacate the property. Mr. Yang was ultimately unable to pay his December rent, resulting in a loss of nearly \$14,000 in rent. Mr. Yang filed a lawsuit against Mr. Tae Young Song and others over the corporation's sale, as did Mr. Lee, a business associate. It was discovered that he was involved in at least five separate lawsuits, including a divorce proceeding and two claims for nonpayment of rent.

**From family collapse to financial collapse.**

He was once successful with a side job owning a senior center, but he is now struggling because his family was shattered overnight and he was left financially devastated. According to his LinkedIn profile, Mr. Yang is currently working on a well-known accounting firm. It is assumed that he works for this company, although it is unclear whether he is the same individual. According to the lawsuit, Mr. Lee's corporation Kangsan Consulting was established on December 18, 2020, in the state of New Jersey, and the individual who acted on behalf of this corporation was identified as Mr. Yang. Mr. Yang claimed that he was close enough to assist with establishing Mr. Lee's corporation, but after approximately a year, it was uncovered that Lee was having a secret relationship with his wife. Mr. Yang was loyal to Mr. Lee despite not knowing this secret, and his surroundings felt empathy for him.



It was discovered that Mr. Yang's wife, as a representative of Hanmaeum Daycare Center, had actively contacted the Korean community by giving interviews to Korean media and disclosing not just her history but also her connection with her husband and children. On September 3, 2020, the Korean media stated in an article titled 'Korean community in New York, Hanmaeum Daycare's Representative 000' that this woman was a former K-Airline stewardess and described Ms. Yang as a 'angel in white'. Reviewing this publication found that, despite what the media stated, the wife's real name was not '000'. According to this interview, Mrs. Yang was born in Seoul, graduated from Kyonggi University's Department of Hotel Management, joined K-Airline as a stewardess in 2002, traveled to 30 countries, left K-Airline when she married Seok Jae Yang in 2007, and relocated to New Jersey for her husbands graduate school studies in 2014, and has been running the first Hanmaeum Daycare branch in Corona, Queens, and the second branch in Flushing Food Alley since 2018.

<p>▲ On July 14, 2022, 605 West 42 Owners Limited filed a lawsuit against Mr. Yang, stating he failed to pay three months' rent for his Manhattan condominium.</p>	<p>▲ On November 17, 2022, 605 West 42 Owners Limited filed a lawsuit against Mr. Yang, stating he failed to pay three months of rent for his Manhattan condominium. Despite paying three months of rent immediately after the lawsuit in July, Mr. Yang did not pay rent again the following month.</p>
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She also stated in her interview, 'My hobby is yoga, my motto in life is to live a good life without harming others, and I have one son and one daughter with my spouse, Seok Jae Yang .' Mrs. 000, a member of the Korean Judicial Police Committee, was reported by this media to have visited the 115th Police Station on August 31, 2020, donated lunch, and earned a community service award from the station's chief. Furthermore, a large photo of Juan Duran, the chief of the 115th police station, presenting an award to Mrs. Yang was published, and it is clear from a glance that she is a beautiful woman. The photo in this article revealed Mrs. Yang's real name, and that Mr. Yang and Mrs. Yang, who purchased houses one after another in Crestkill, New Jersey, etc., ran Sunrise Senior Services Ltd., and it was confirmed that they were the same people who are currently filing a lawsuit against this corporation.

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*ata*  
MEMBER #283976

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**Acted as an agent for establishing a corporation without knowledge of the affair**

Meanwhile, the defendant in Mr. Yang's complaint, Tae Young Song, is 62 years old. He and his wife bought a property in Douglaston on July 31, 2007, and sold it for \$705,000 on March 7, 2016. Mr. Song currently resides in Great Neck and does not own a home in New York City. Ji Eun Oh, another defendant, purchased a Manhattan condominium for \$1.82 million in June 2021 and was later shown to have received a \$910,000 mortgage loan at the time. Around that time, Mr. Lee secured a loan from Metro City Bank, which has a large Chinese customer base.

Typically, at least 70% of the purchase price is funded with a mortgage, however Mr. Oh financed only half of the purchase price with a mortgage and the remainder on his own, demonstrating his strong assets. Furthermore, it was revealed that Kangsan Lee, the plaintiff in Yang's complaint, is a Korean-Chinese compatriot with no real estate in New York City. Mr. Lee reportedly lived in Flushing and Whitestone. Also, people in the daycare business mentioned that the owner of Hanmaeum daycare center, Mr. Lee, is the most aggressive marketer among in the area.

# Exhibit 4-2





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**[HOT Story] Hanmaeum daycare Center in NY Flushing, the hidden secrets of the bitter lawsuit [2]**

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vol. 1363 | Posted on June 1, 2023 by sunday\_admin in Society, Headlines

[HOT Story] Hanmaeum daycare Center in NY Flushing, the hidden secrets of the bitter lawsuit [2]

**Seok Jae Yang, a Korean in NYC in his early 40s, and the story of his tearful lawsuit**  
**His daycare center was taken away from him**  
**And his wife was having an affair with his business partner?**

- Divorced in January 2022 after discovering his wife and business partner Kangsan Lee having an affair at a motel in broad daylight.
- He became disillusioned with the senior center he was running... So he sold the center to an employee, but fell victim to fraud.
- The Center was sold to an employee, where he received only \$180,000 in receivables and no rights.
- It turns out that the buyer had a close relationship with Kangsan Lee, the business partner responsible for the family breakup.
- Defendants dispute lawsuit claims other than daycare acquisition. Mr. Yang allegedly made unlawful withdrawals ranging from \$300,000 to \$500,000
- Mr. Lee sued Mr. Yang for \$260,000, including \$150,000 in borrowed funds.
- 'Doremi Pharmacy stole \$30,000 in money', warning of illegal trade between Pharmacy - Sunrise
- Mr. Yang takes an advantageous position in lawsuits against defendants... 'Discovery' is forced to press



As senior daycare businesses proliferate in New York's Koreatown, lawsuits between business partners continue, and a number of horrific occurrences reminiscent of movies occur. It was revealed that a Korean man in his early forties invested in an adult daycare business. He learned that his wife and business partner were having an affair, and after divorce, he sold his moving company to an employee, but was scammed again and filed a lawsuit. It was established that this individual purchased three residences and subsequently sold five houses in less than a year after starting the adult daycare business, proving that the rumor that this business is profitable.

<Editor for Secret of Korea Chi Yong Ahn>

Seok Jae Yang is a Korean guy in his early forties who studied in the United States for an MBA in 2014 before settling in New York. Mr. Yang, who has been running an adult daycare with two partners in Flushing, Queens, New York as a side business since 2018, has been involved in at least five legal proceedings. Throughout the lawsuit process, Mr. Yang's accusations have revealed astounding truths that are difficult to imagine. Mr. Yang filed a complaint for damages against Tae Young Song, Ji Eun Oh, and Sunrise Senior Service Co., Ltd. in Queens County District Court, New York, on May 19, 2018. The defendant, Sunrise Senior Service Co., Ltd., is a corporation that operates the Hanmaeum Daycare Center, which is widely known in the Korean community. Recently, New York's Koreatown has been renowned as the goose that lays the golden eggs, and over 30 businesses have sprouted up in the region. The daycare industry, which is experiencing strong rivalry, has devolved into a dispute between company partners.

Complaint of 'wife having an affair with business partner'

However, it turned out that this incident was more than just a disagreement between partners, but had evolved into a political connection, resulting in a complete breakdown of a family. In his case, Mr. Yang claimed that after discovering his wife's infidelity with his partner and divorcing her, Mr. Yang became disillusioned with the daycare business and sold it to a daycare employee, only to be scammed and threw out for \$2,000. In the proceeding, Mr. Yang stated, "In 2018, I established the adult daycare service for seniors in Koreatown, Queens with Mr. Kangsan Lee and Jin Young Kang, who are not involved in the lawsuit. Kangsan Lee and Jin Young Kim [Jin Young Kang and Jin Young Kim are cited interchangeably in the case] established Sunrise Senior Service Co., Ltd. in December 2018, and I bought shares from Lee and Kang in June 2020".



▲ Seok Jae Yang stated, "Defendant Ji Eun Oh has currently applied for permanent residency and invested in a daycare center, and Hyun Soo Jo, who is in charge of daycare center financial accounting, is a subordinate of Kangsan Lee and does not have a visa that allows him/her to work in the US legally".

▲ Seok Jae Yang sued Tae Young Song, Ji Eun Oh, and Hanmaeum Daycare Center of Sunrise Senior Services Co., Ltd. for damages on May 19th, 2018 in Queens County District Court, New York State.

The problem arose in January 2022. Mr. Yang stated, "In January 2022, my wife and Mr. Lee, a business partner, had an affair. I discovered the affair and caught them red-handed in a shabby motel during business hours, recording them on the spot." Mr. Yang used the phrase 'RED-HANDED' in his lawsuit. This suggests they were caught on the spot. In addition, the term ADULTERY is used, and the scene of the illegality is adultery. It became evident that his wife was having an affair with his business partner, and he witnessed the situation, saw it with his own eyes, and confirmed it in person. Mr. Yang stated, "I immediately divorced my wife after catching her at the scene of the affair, as well as the person involved." I had no choice but to split ways with Mr. Lee and Sunrise Senior Services Co., Ltd., and in February 2022, all shares were sold to Sunrise Senior Center employees Tae Young Song and Ji Eun Oh. Mr. Yang stated, "A sales contract was signed with Mr. Song and Mr. Oh on February 8, 2022, and a revised sales contract was signed with the defendants again on February 18." The deal states that Mr. Song and Mr. Oh will each own 50% of the company. The sale condition required that payments be made until February 8, 2022, and that Sunrise would only receive receivables for service payments from insurance companies, etc., and \$2,000 in cash.



In other words, Mr. Yang claims that Sunrise was sold to employees without providing any compensation for the business rights, i.e., by agreeing to receive only the money that would otherwise be paid by insurance companies for already provided services. The key funds are only \$2,000. Giving up the adult daycare business, also known as the goose that lays golden eggs, for just receivables is virtually the same as giving it away free. However, Mr. Yang claims that he did not receive a single dime of this receivable. Mr. Yang stated, "Initially, the receivables to be paid from Integra Insurance, Age Well New York, and Bill Ridge Care totaled \$180,000, but the defendants secretly changed the bank account where the receivables were deposited and then embezzled this money, so I did not receive anything." He later stated, "I urged Tae Young Song multiple times to return the money, but Mr. Song denied changing the account number, and Mr. Oh had a close relationship with Kangsan Lee." In other words, his family was shattered when his wife cheated on him, and he gave up his business almost for free, only to have it reportedly scammed by staff associated with Mr. Lee.

▲ On February 8 and 18, 2022, Mr. Seok Jae Yang signed a sales contract with the defendants. He relinquished all rights to the corporation and agreed to receive only uncollected sums from the medical insurance company. However, the defendants utilized their corporation bank account. He went on to say, "I didn't receive one dime because the changes were made secretly".

▲ Mr. Seok Jae Yang requested reimbursement of approximately \$370,000, which included \$180,000 in insurance receivables and \$6,000 in collection fees.

**'Even secrets he wanted to hide were revealed'**



Mr. Yang stated that Mr. Oh, who is trying to obtain permanent residency, invested in Sunrise despite not having the necessary immigration status. Mr. Lee oversees Kangsan Consulting and is still involved in Sunrise's operations; he assigned Hyun Soo Jo to oversee Sunrise's bookkeeping. However, he maintained that because Cho Hyun-soo does not have a visa to legally work in the United States, his job at Kangsan Consulting and Sunrise violates US law. Mr. Yang stated, "The defendants illegally stole \$180,000 in receivables and spent an additional \$6,000 to receive this money, so they are entitled to \$186,000 in compensation for breach of the sales contract and \$186,000 in unjust enrichment.

In response to this, the defendants, including Song Tae-young, Oh Ji-eun, and Sunrise Senior Service Co., Ltd., have hired the same lawyer and are responding to Yang's lawsuit in a coordinated manner. They completely denied Mr. Yang's claims through a response on July 25, 2022. They each submitted responses, but in fact most of the content was the same. In their response, these defendants only acknowledged the fact that they 'acquired all rights to Sunrise Senior Service Co., Ltd. from Mr. Yang' and denied all other claims in the lawsuit. The defendants emphasized that 'It is true that Mr. Yang decided to keep the receivables until February 8, 2022, there was no fact that \$2,000 was paid in cash, there was no change in the bank account of the corporation where the receivables were deposited, and there is no fact of deceiving anyone.' In addition, it was claimed that 'Mr. Song and Mr. Oh did not each acquire 50% of Sunrise's shares from Mr. Yang, but Mr. Song independently acquired 100% of the entire shares.' While Mr. Yang claimed, 'Mr. Oh, who acquired 50% of the shares, has a very close relationship with Mr. Lee,' Mr. Oh responded, 'I did not acquire 50% of Sunrise's shares. I requested compensation for each and return of their legal expenses, including attorney fees'. Mr. Yang's lawsuit detonated like a bomb. Not only did he lose money, but his business partner took his wife, and his family is now broken so Mr. Yang took revenge by revealing things that they most likely wanted to keep concealed.



Mr. Yang uncovered the affair and divorced his wife. "I do not feel the need to respond to the content of the lawsuit, which claims that Mr. Oh and Mr. Lee have a very close relationship," the lawyer added. Just before the defendants entirely refuted Mr. Yang's lawsuit claims and started a vigorous counterattack, Kangsan Lee, who was known to have had an affair with Mr. Yang's wife while working for him, launched an attack. Mr. Lee filed a damages complaint against Mr. Yang in Queens County Court, New York, on July 12, 2018, approximately two weeks before the defendants' answer, asking the return of \$260,000, about 50 days after Mr. Yang filed a lawsuit against Mr. Song and Mr. Oh. Mr. Lee brought a lawsuit against Mr. Yang.

**Doremi Pharmacy transaction with Tae Seong Kim disclosed**

In his lawsuit, Mr. Lee stated that he met Mr. Yang while working at the same company in 2015, but since February 2022, he has cut off all communication with him and refuses to speak to him. After learning of his wife's infidelity with Mr. Lee, Mr. Yang allegedly signed a contract to give over Sunrise to Mr. Song and Mr. Oh in February 2022. It is thought that Mr. Yang did not wish to think about Mr. Lee at the time. Mr. Lee stated, "Through a verbal contract on June 1, 2021, Mr. Yang offered to pay \$75,000 if he provided advise on location analysis, lease negotiation, and obtaining permissions for opening a pharmacy in the Flushing area. 'I gave Mr. Yang all of my advice on how to build a pharmacy, but he ceased contacting me and is not paying me \$75,000,' he claimed. Furthermore, it was discovered that 'Mr. Yang requested to borrow \$150,000 for only two months on November 1, 2021, therefore I lent him \$150,000, but the money has not been returned'.

Mr. Lee specifically alleged, 'I was due to receive \$34,154 in marketing expenses from Flushing Dorem iPharmacy, but Mr. Yang misappropriated this money on February 1, 2022 and has not returned it.' In other words, he highlighted that he should receive approximately 259,000 dollars from Mr. Yang. What is important here is why Doremi Pharmacy attempted to pay Mr. Lee a significant quantity of \$30,000 in marketing charges, and whether this money was paid to Mr. Yang, the actual owner of Sunrise Senior Services at the time. We cannot rule out the likelihood that Doremi Pharmacy paid marketing expenses to Sunrise Corporation rather than Mr. Lee, which is not unrelated to the recent rumor that daycare centers receive kickbacks for referring customers to specific pharmacies. Mr. Tae Seong Kim and others were charged with \$29.6 million in health insurance fraud in connection with Elim Pharmacy, precisely because of this form of corruption.



<p>▲ In January 2022, Mr. Seok Jae Yang discovered his wife's love affair with a business partner who visited a motel during working hours. He divorced his wife and negotiated a contract with the accused, who works at Hanmaeum Daycare Center.</p>	<p>▲ Kangsan Lee stated that Mr. Yang has not returned around \$260,000, which includes \$75,000 in consulting costs for building a pharmacy, \$150,000 in borrowed funds, and \$34,000 in marketing expenses from Doremi Pharmacy.</p>
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In other words, Mr. Lee revealed the suspicion of an arrangement between the daycare center and the pharmacy, which is rarely disclosed. It is believed that Mr. Lee was attempting to achieve at least two goals by revealing the name of the pharmacy and exposing some of the corruption. The first is a warning for Mr. Yang. 'When Mr. Yang ran Sunrise Senior Service as a sole proprietor, he could at any time reveal the bribes he got from medical institutions including pharmacies. So that could be regarded as a warning: 'Keep your mouth shut.' The second is a warning on Doremi Pharmacy. He was upset with Doremi Pharmacy since they paid marketing expenses straight to Mr. Yang. He cautioned, 'Doremi Pharmacy can be destroyed in one hit by the rebate revelation, so be careful.' Even while Mr. Lee is not immune to kickback allegations, the fact that he addressed it can be interpreted as an extreme warning that this could devolve into a 'let's all die together' scenario

#### **The court dismisses most of the defendant's countersuit claims**

In response to Mr. Lee's life-or-death decision, Mr. Yang responded on September 21st, about two months later, saying, 'I deny items 3, 4, and 5 of the lawsuit allegations that they worked at the same company in 2015 and lost contact after February 2022, etc. because I do not have enough knowledge or information to judge this,' he said. Also, 'a consultancy price of \$75,000, a leasing fee of \$150,000, and stressed that the marketing cost of Doremi Pharmacy of roughly \$34,000 is not accurate refute any of these allegations'. Mr. Yang did not retain a lawyer for this litigation and instead handled it himself. A brief response was submitted, and Mr. Lee has yet to submit any rebuttal materials, therefore the lawsuit is closed. Although it has not been completed, it is no longer progressing.





Currently, Mr. Yang's lawsuit against Mr. Lee is progressing in a dominant manner. Mr. Yang's side claimed that on September 27th of last year, he submitted an interrogation report, a request to produce documents, a request for recognition of clear facts, and a request for a deposition, but the defendant did not respond honestly.

It was discovered that Mr. Yang's party requested depositions for Tae Young Song on October 26th, Ji Eun Oh on October 27th, and Sunrise Corporation on October 28th of last year, but the defendants did not comply. On January 13th of this year, the defendant provided a very brief response and some papers, and on January 18th, Mr. Yang's side obtained an order for discovery, stating that the defendant was uncooperative during the trial processes. When the plaintiff requested discovery, the defendant responded to the plaintiff's interrogator report on January 13, stating, "The person who acquired Sunrise is Tae Young Song, and Ji Eun Oh has never acquired any shares". Furthermore, they falsely claimed that Mr. Yang unlawfully took \$300,000 to \$500,000 of Sunrise business funds, causing the corporation \$500,000 to \$600,000 in loss. Furthermore, the assertion that the defendants moved their bank account and did not receive the receivables is incorrect.

He claimed that Mr. Yang was the sole owner and would manage all accounts until at least early February 2022. They also refused to provide most of the papers requested by the complaint. In this case, Mr. Yang requested an investigation compulsory order on January 18 and presented around 10 discovery-related request documents issued to the defendant. Regarding this, the court accepted the plaintiff's claim on April 11 and stated, 'The defendant will answer to the plaintiff's interrogation report, provide documents, and submit discovery requests for recognition of evident facts during the next three months by July 11th. Everyone received an order to respond. It was also confirmed that the court dismissed the majority of the accusations in the defendant's countersuit filed that same day. On the other side, it was disclosed that Mr. Lee's case against Mr. Yang to recover about \$260,000 was no longer pending after Mr. Yang submitted his response.



▲ Tae Young Song , Ji Eun Oh , Sunrise Senior Service Co., Ltd., and others only recognized the allegation that Mr. Yang sold all of Sunrise's rights to the defendants through a response to Mr. Yang's lawsuit on July 12, 2022. The receivables were corrupted, and other claims were entirely disputed.

▲ Sunrise Senior Service Co., Ltd. was founded in New York State on February 20, 2018.

**Mr. Yang's claim of 'divorce from wife' was confirmed to be true**

Is Mr. Yang's assertion that he discovered his wife's affair and divorced her correct? The New York State Court verified that Mr. Yang filed a divorce petition against his wife in Nassau County Court, New York, on February 8th of last year, after they had been married for about 10 months. It was confirmed that a divorce decree was acquired on December 21, 2022. Mr. Yang appeared before Nassau County Court. It was found that the divorce complaint was filed because the couple's current address was Manhasset, Long Island. Yang recruited attorney Yong-il Jeong and filed for divorce. During the lawsuit, the wife agreed to the divorce. It was revealed that on May 3, the two parties informed the court that they had reached an agreement on the conditions of divorce. In other words, as claimed in the lawsuit, after discovering his wife's adultery in January 2022, Mr. Yang immediately filed for divorce in February, and the lawsuit was filed in May after being scammed during a share sale.

Meanwhile, Sunrise Senior Service Co., Ltd. was founded on February 20, 2018, with the corporate address Queens, Corona's Northern Bluebird 105-05. Mr. Yang and others relocated to this area the same year they founded the corporation. He established the social adult daycare business in December, and as it grew, he expanded to 147 in Flushing's core. Then the second daycare center opened. Sunrise is a daycare facility for the Korean community. The business has already changed names and is now registered in New York City to Tae Young Song. Kangsan Lee is well-known in the daycare sector as the actual owner of Hanmaeum daycare Center. He is a Korean-Chinese individual with considerable understanding of a daycare facility business. He is involved in the Korean community and is said to have offered assistance for the construction of enterprises such as daycare centers and pharmacies in the Chinese community. Meanwhile, there are allegations that Mr. Yang works for one of the top four accounting law companies in the United States, although it is unclear whether this is the same individual.

# Exhibit 5-1

Index No.:

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS**

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**SEOK JAE YANG,**

**Plaintiff,**

**-against-**

**TAEYOUNG SONG, JIEUN OH, and  
SUNRISE SENIOR SERVICE LLC**

**Defendants.**

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***SUMMONS AND VERIFIED COMPLAINT***

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**RHA KIM GROSSMAN & MCILWAIN, LLP**

**By: Leopold Raic, Esq.**

***Attorneys for Plaintiff***

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***/s/ Leopold Raic***

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**LEOPOLD RAIC, ESQ.**



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**714433/2022**

**KANGSAN LEE v. SEOKJAE YANG**

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

\_\_\_\_\_  
Lee, Kangsan

Index No. 714433 / 2022

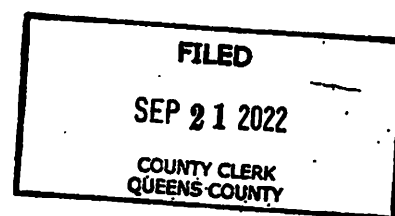
Plaintiff,

ANSWER

- against -

\_\_\_\_\_  
Yang, Seokjae

Defendant.



\_\_\_\_\_  
As and for his/her answer to the complaint herein, the defendant \_\_\_\_\_

Seokjae Yang respectfully shows and alleges as follows:

\_\_\_ Admits the truth of the allegations of Paragraph(s) \_\_\_\_\_

\_\_\_\_\_ of the complaint.

☒ Denies knowledge or information sufficient to form a belief as to the truth  
of the allegations of Paragraph(s) "3, 4, 5"  
\_\_\_\_\_ of the complaint.

☒ Denies the allegations of Paragraph(s) \_\_\_\_\_  
"6, 7, 8, 9, 10, 11" of the complaint.

**FILED: QUEENS COUNTY CLERK 09/21/2022 12:36 PM**

NYSCEF DOC. NO. 2

INDEX NO. 714433/2022

RECEIVED NYSCEF: 09/21/2022

## AFFIRMATIVE DEFENSES



COUNTERCLAIMS

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WHEREFORE, defendant prays that this Court dismiss the complaint of the plaintiff herein, with costs and disbursements to defendant, together with such other relief the Court finds to be just and proper.

Dated: 8/29/22

  
\_\_\_\_\_  
Signature

Seokjae Yang  
\_\_\_\_\_  
Print Name

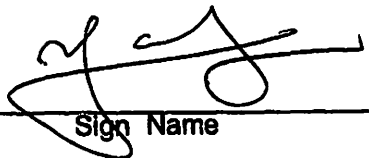
48 Blackburn Lane  
Manhasset, NY 11030  
(332) 330-8888

Defendant's Address and  
Telephone Number

VERIFICATION

Seokjae Yang, being duly sworn, deposes and says:

I am the defendant. I have read the foregoing answer and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true. To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers or the contentions therein are not frivolous as defined in subsection (c) of section 130-1.1 of the Rules of the Chief Administrator (22 NYCRR).

  
\_\_\_\_\_  
Sign Name  
  
Seokjae Yang  
\_\_\_\_\_  
Print Name

Sworn to before me this  
29<sup>th</sup> day of August, 2022.

  
\_\_\_\_\_  
Notary Public

**BRIAN CHOI**  
Notary Public - State of New York  
No. 01CH0067526  
Qualified in Queens County  
My Commission Expires 2/10/2023

# Exhibit 6

빌린 돈 언급

OH: 혹시 빌린 돈 있으세요?

YANG: 있었죠.

OH: 있었어요?

YANG: 네.

OH: 그, 그 뭐야. 약국에 뭐 그 포션 줄거랑 뭐 그 얼마지 뭐 몇 만불정도 그 돈을 빌리신적이 있으신가요? 몇십만불 ? 몇만불?

YANG: 제가 그거를 제가 지금 오이사님한테 대답을 드리는게 좀 애매할거 같은데

Oh: 아아 왜냐면은 사장님. 소송을 할거 같아요.

YANG: 아. 뭐 해도 증거가 있어야지. 내가 뭘 빌렸 언제 빌렸다고 하하

OH: 하하 그래서 네네네네.

YANG: 뭐 증거가 없을텐데?

OH: 어. 그 뭐 이렇게 뭐 방법을 찾았나봐요. 그래가지구 어 그 자기한테 뭐 돈을 가져간게 있대요. 그래가지구 한번 어? 해보자 이런식으로 얘기하시더라구요.

YANG: 예. 해보시라고 하세요. 그거는 뭐

OH: 제가 완전 뭐 사장님이랑 막 이렇게 한통속인거처럼 저한테 너네 한번 해보라 이런식으로

YANG: 이제 와서 그렇게 바뀌요?

OH: 오늘 제가 송이사 만나러 갔거든요. 갔다오고 집에다 뭐 놓고온게 있어서 집에 들렀는데 그때 마주쳤거든요. 그러면서 그때 막 어 뭐 양석재 나한테 돈 빌린거 있고, 몇만불, 몇만불 막 그거 다 있더라구요 기록이

YANG: 기록이? 기록이 뭐가 있어요?

OH: 아 그니까 본인 장부같은거 쓴거

YANG: 예 ~

OH: 약국 투자한다고 15 만불 뭐 가져간거랑

YANG: 15 만불이요? 하하하

OH: 네

YANG: 말이 안막히네.

OH: 네네. 그리고 뭐 뭐였더라

**OH: Do you have any borrowed money?**

**YANG: I did.**

**OH: You did?**

**YANG: Yes.**

**OH: Um, what was it, did you borrow a few thousand dollars and the money  
potions for the pharmacy? tens of thousands of dollars? Hundreds of  
thousands?**

**YANG: It's a bit awkward for me to answer this to you, Director Oh.**

**OH: Ah, because, you see, seems like he's going to sue you.**

**YANG: Ah. Well, he needs evidence to do that. When did I ever borrow  
anything, ha-ha.**

**OH: Haha, OkOk.**

**YANG: I don't think there is any evidence.**

**OH: Well, it seems like he found some way. He says you took money from him, and he was like you want to do this? Let's do this.**

**YANG: Yes. Tell him to go ahead and try.**

**OH: He was like telling me to go ahead and try it, as if I'm in cahoots with you.**

**YANG: He's changing his attitude now?**

**OH: I went to meet Director Song today. I stopped by home because I had left something there, and that's when I ran into him. He was saying stuff like, "Yang Seokjae owes me money, tens of thousands, tens of thousands," and he had records of it."**

**YANG: Records? What kind of records?**

**OH: Like his own ledger.**

**YANG: Ah ~**

**OH: Something about taking \$150,000 for a pharmacy investment.**

**YANG: \$150,000? Hahaha.**

**OH: Yes.**

**YANG: That's unbelievable.**

**OH: Yes, yes. And what was it...**

Lee, Kangsan

39-10 211<sup>th</sup> St

Bayside NY 11364



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